

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Cox Airparts LLC, a Kansas limited  
liability company;

Plaintiff,

v.

Bruce Brown, in his individual capacity  
d/b/a Arizona Aircraft Accessories; Kevin  
Brown, in his individual capacity, d/b/a  
Arizona Aircraft Accessories; Arizona  
Aircraft Accessories LLC, Michael Polve,  
in his individual capacity, and MJP  
Services, LLC, an Arizona Limited  
Liability Company; Warrior Enterprises,  
Inc.,

Defendants.

Case No.: CV-21-2213-PHX-SRB

DEFAULT JUDGMENT

Plaintiff Cox Airparts, LLC, filed its Complaint for monetary and equitable relief against the Defendants alleging breach of contract, breach of the duty of good faith and fair dealing, fraudulent misrepresentation, and unjust enrichment. *See*, Dkt. 1. Defendants appeared through counsel, (*see*, dkt. 15), however no Defendant filed an Answer or response to the Complaint, and the Clerk entered defaults against each

1 Defendant (*see*, dkts. 10, 16, 16, 17, 18, and 19). Plaintiff now has moved, pursuant to  
2 Federal Rule of Civil Procedure 55(b), for default judgment against the Defendants.

3 The Court, having considered the Motion for Default Judgment by Plaintiff  
4 Cox Airparts, LLC's, against Defendants Bruce Brown, Kevin Brown, Arizona  
5 Aircraft Accessories LLC, Michael Polve, MJP Services, LLC, Warrior Enterprises,  
6 Inc, and all papers and evidence presented, **GRANTS** Plaintiff's motion.


7 **IT IS ORDERED** granting Judgment in favor of Plaintiff Cox Airparts, LLC,  
8 and against Defendants Bruce Brown, Kevin Brown, Arizona Aircraft Accessories  
9 LLC, Michael Polve, MJP Services, LLC, Warrior Enterprises, Inc., jointly and  
10 severally, in the amount of \$165,254.50;

11 **IT IS FURTHER ORDERED** that Defendants Bruce Brown, Kevin Brown,  
12 Arizona Aircraft Accessories, LLC, Warrior Enterprises, Inc., their officers, agents,  
13 employees, and attorneys, and all other persons in active concert or participation with  
14 any of them, who receive actual notice of this Order, whether acting directly or  
15 indirectly, in connection with promoting or offering are permanently enjoined from  
16 using the assets sold to Plaintiff under the Asset Purchase Agreement, including: (i)  
17 assets related to the production, overhaul, and repair of hydraulic components for the  
18 Piper Malibu, Mirage, and Meridian, P-46 aircraft; (ii) documentation comprising  
19 suppliers, drawings, supplier contact information used by for production, overhaul  
20 and repair of hydraulic components parts and inventory: and (iii) internal  
21 documentation used by the Brown Defendants in the production of component parts,  
22 inventory and the overhaul and repair of hydraulic components and actuators,  
23 including all Approved Repair Processes, Overhaul/Repair Manuals, and Technical  
24 Data and Drawings, which processes and approvals to include, but are not limited to,  
25 the FAA 8110-3s identified as EA AA-261, EA AA-260, EA AA-258, EA AA-253  
26 and EA AA-244. Plaintiff may send a copy of the Judgment to each competitor of  
27 Plaintiff or to any party that the Plaintiff reasonably believes may knowingly or  
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1 unknowingly aid Defendants in further breach of the Asset Purchase Agreement and  
2 Noncompetition Agreement.

3 **IT IS FURTHER ORDERED** that Defendants Bruce Brown, Kevin Brown,  
4 Arizona Aircraft Accessories, LLC, Warrior Enterprises, Inc., their officers, agents,  
5 employees, and attorneys, and all other persons in active concert or participation with  
6 any of them, who receive actual notice of this Order, whether acting directly or  
7 indirectly, in connection with promoting or offering are permanently enjoined from  
8 further breach of the of the Noncompetition Agreement which includes that for a  
9 period of five (5) years from the date of the Judgment that the Brown Defendants  
10 shall not engage in any business that competes with Company's business related to the  
11 production, overhaul and repair of hydraulic components for the Piper Malibu,  
12 Mirage, Meridian aircraft; or (b) directly or indirectly engage in any business that  
13 overhauls or repairs any part on the Hydraulic Components List, wherein the phrase  
14 "directly or indirectly engage in any business" includes, but is not limited to, (a)  
15 engaging in a business as an owner, partner or agent; or (b) becoming an employee of  
16 any third party that is engaged in such business; or (c) soliciting any customer of  
17 Company for the benefit of a third party that is engaged in such business.

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19 Dated this 31st day of May, 2022.

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24 Susan R. Bolton  
United States District Judge